

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

ALBERT L. GRAY, Administrator of the  
Estate of Derek J. Gray, et al  
*Plaintiffs*

vs.

HIGH TECH SPECIAL EFFECTS, INC., et al  
*Defendants*

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C.A. No.: 04-312 L

**ANSWER OF DEFENDANT HIGH TECH SPECIAL EFFECTS, INC.  
TO PLAINTIFFS' FIRST AMENDED MASTER COMPLAINT**

**First Defense**

The plaintiffs' complaint is barred for the lack of personal jurisdiction over this defendant, a Tennessee corporation.

**Second Defense**

1.-240. Defendant High Tech Special Effects, Inc. (hereinafter "Defendant High Tech") is without sufficient information to form a belief as to the truth of the matters alleged in Paragraph 1 through 240 of the plaintiffs' First Amended Master Complaint and leaves the plaintiffs to their proof thereof.

(Plaintiffs have reserved Paragraphs 241 through 270 as set forth in the First Amended Master Complaint.)

**General Allegations As to All Defendants**

271. Defendant High Tech denies the allegations contained in Paragraph 271 of plaintiffs' First Amended Master Complaint.

Jeffrey Derderian

272.-279. No response is required of defendant High Tech to Paragraphs 272 through 279 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count I – Jeffrey Derderian – Negligence

280. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 279 of this First Amended Master Complaint as if fully set forth herein.

281. No response is required of defendant High Tech to Paragraph 281 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count II – Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

282. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 279 of this First Amended Master Complaint as if fully set forth herein.

283. No response is required of defendant High Tech to Paragraph 283 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Michael Derderian

284. –286. No response is required of defendant High Tech to Paragraphs 284-286 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count III – Michael Derderian – Negligence

287. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 of this First Amended Master Complaint as if fully set forth herein.

288. No response is required of defendant High Tech to Paragraph 288 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count IV – Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

289.-290. No response is required of defendant High Tech to Paragraphs 1 to 271 and 284 to 286 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Derco, LLC

291.-293. No response is required of defendant High Tech to Paragraphs 291 through 293 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count V – Derco, LLC – Negligence

294. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 291 to 293 of this First Amended Master Complaint as if fully set forth herein.

295. No response is required of defendant High Tech to Paragraph 295 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count VI - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

296. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 291 to 293 of this First Amended Master Complaint as if fully set forth herein.

297. No response is required of defendant High Tech to Paragraph 297 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Howard Julian

298.-299. No response is required of defendant High Tech to Paragraphs 298 through 299 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count VII – Howard Julian – Negligence

300. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 298 to 299 of this First Amended Master Complaint as if fully set forth herein.

301. No response is required of defendant High Tech to Paragraph 301 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count VIII - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

302. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 298 to 299 of this First Amended Master Complaint as if fully set forth herein.

303. No response is required of defendant High Tech to Paragraph 303 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Triton Realty Limited Partnership

304.-307. No response is required of defendant High Tech to Paragraphs 304 through 307 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count IX – Triton Realty Limited Partnership – Negligence

308. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 304 to 307 of this First Amended Master Complaint as if fully set forth herein.

309. No response is required of defendant High Tech to Paragraph 309 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count X - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

310. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 304 to 307 of this First Amended Master Complaint as if fully set forth herein.

311. No response is required of defendant High Tech to Paragraph 311 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Triton Realty, Inc.

312.-315. No response is required of defendant High Tech to Paragraphs 312 through 315 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XI – Triton Realty, Inc. - Negligence

316. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 312 to 315 of this First Amended Master Complaint as if fully set forth herein.

317. No response is required of defendant High Tech to Paragraph 317 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XII - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

318. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 312 to 315 of this First Amended Master Complaint as if fully set forth herein.

319. No response is required of defendant High Tech to Paragraph 319 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Raymond J. Villanova

320.-323. No response is required of defendant High Tech to Paragraphs 320 through 323 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XIII - Raymond J. Villanova - Negligence

324. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 320 to 323 of this First Amended Master Complaint as if fully set forth herein.

325. No response is required of defendant High Tech to Paragraph 325 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XIV - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

326. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 320 to 323 of this First Amended Master Complaint as if fully set forth herein.

327. No response is required of defendant High Tech to Paragraph 327 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Jack Russell

328.-331. No response is required of defendant High Tech to Paragraphs 328 through 331 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XV - Jack Russell - Negligence

332. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 328 to 331 of this First Amended Master Complaint as if fully set forth herein.

333. No response is required of defendant High Tech to Paragraph 333 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XVI - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

334. No response is required of defendant High Tech to Paragraph 334 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Jack Russell Touring, Inc.

335.-339. No response is required of defendant High Tech to Paragraphs 335 through 339 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XVII - Jack Russell Touring - Negligence

340. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 335 to 339 of this First Amended Master Complaint as if fully set forth herein.

341. No response is required of defendant High Tech to Paragraph 341 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XVIII - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

342. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 335 to 339 of this First Amended Master Complaint as if fully set forth herein.

343. No response is required of defendant High Tech to Paragraph 343 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Paul Woolnough

344.-347. No response is required of defendant High Tech to Paragraphs 344 through 347 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XIX - Paul Woolnough – Negligence

348. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 344 to 347 of this First Amended Master Complaint as if fully set forth herein.

349. No response is required of defendant High Tech to Paragraph 349 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XX - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

350. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 344 to 347 of this First Amended Master Complaint as if fully set forth herein.

351. No response is required of defendant High Tech to Paragraph 351 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Manic Music Management, Inc.

352.-355. No response is required of defendant High Tech to Paragraphs 352 through 355 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXI – Manic Music Management, Inc. – Negligence

356. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 352 to 355 of this First Amended Master Complaint as if fully set forth herein.

357. No response is required of defendant High Tech to Paragraph 357 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXII - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

358. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 352 to 355 of this First Amended Master Complaint as if fully set forth herein.

359. No response is required of defendant High Tech to Paragraph 359 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Knight Records, Inc.

360.-363. No response is required of defendant High Tech to Paragraphs 360 through 363 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXIII – Knight Records, Inc. – Negligence

364. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 360 to 363 of this First Amended Master Complaint as if fully set forth herein.

365. No response is required of defendant High Tech to Paragraph 356 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXIV - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

366. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 360 to 363 of this First Amended Master Complaint as if fully set forth herein.

367. No response is required of defendant High Tech to Paragraph 367 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Daniel Biechele

368.-371. No response is required of defendant High Tech to Paragraphs 368 through 371 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXV – Daniel Biechele - Negligence

372. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 368 to 371 of this First Amended Master Complaint as if fully set forth herein.

373. No response is required of defendant High Tech to Paragraph 373 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXVI - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

374. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 368 to 371 of this First Amended Master Complaint as if fully set forth herein.

375. No response is required of defendant High Tech to Paragraph 375 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Anheuser-Busch, Incorporated and Anheuser-Busch Companies, Incorporated

376.-384. No response is required of defendant High Tech to Paragraphs 376 through 384 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXVII - Anheuser-Busch - Negligence

385. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 376 and 384 of this First Amended Master Complaint as if fully set forth herein.

386. No response is required of defendant High Tech to Paragraph 386 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

McLaughlin & Moran

387.-392. No response is required of defendant High Tech to Paragraphs 387 through 392 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXVIII - McLaughlin & Moran, Inc. - Negligence

393. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 387 to 392 of this First Amended Master Complaint as if fully set forth herein.

394. No response is required of defendant High Tech to Paragraph 394 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

WHJY, Inc.

395.-402. No response is required of defendant High Tech to Paragraphs 395 through 402 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXIX - WHJY, Inc. - Negligence

403. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 395 to 402 of this First Amended Master Complaint as if fully set forth herein.

404. No response is required of defendant High Tech to Paragraph 404 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Clear Channel Broadcasting, Inc.

405.-408. No response is required of defendant High Tech to Paragraphs 405 through 408 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXX – Clear Channel Broadcasting, Inc. – Negligence

409. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 395 to 408 of this First Amended Master Complaint as if fully set forth herein.

410. No response is required of defendant High Tech to Paragraph 410 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Denis P. Larocque, Anthony Bettencourt and Malcolm Moore  
in his capacity as Finance Director of the Town of West Warwick

411.-425. No response is required of defendant High Tech to Paragraphs 411 through 425 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXI – Malcolm Moore, in his capacity of Finance Director  
of the Town of West Warwick - Negligence

426. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 411 to 425 of this First Amended Master Complaint as if fully set forth herein.

427. No response is required of defendant High Tech to Paragraph 427 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXII – Denis P. Larocque, Fire Inspector - Negligence

428. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 411 to 425 of this First Amended Master Complaint as if fully set forth herein.

429. No response is required of defendant High Tech to Paragraph 429 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXIII - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

430. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 411 to 425 of this First Amended Master Complaint as if fully set forth herein.

431. No response is required of defendant High Tech to Paragraph 431 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXIV – Anthony Bettencourt - Negligence

432. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 411 to 425 of this First Amended Master Complaint as if fully set forth herein.

433. No response is required of defendant High Tech to Paragraph 433 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

State of Rhode Island and Irving J. Owens, Fire Marshal

434-436. No response is required of defendant High Tech to Paragraphs 434 through 436 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXV – State of Rhode Island – Negligence

437. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 434 to 436 of this First Amended Master Complaint as if fully set forth herein.

438. No response is required of defendant High Tech to Paragraph 438 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXVI – Irving J. Owens – Negligence

439. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 434 to 436 of this First Amended Master Complaint as if fully set forth herein.

440. No response is required of defendant High Tech to Paragraph 440 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Brian Butler

441.-444. No response is required of defendant High Tech to Paragraphs 441 through 444 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXVII – Brian Butler – Negligence

445. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 441 to 444 of this First Amended Master Complaint as if fully set forth herein.

446. No response is required of defendant High Tech to Paragraph 446 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

TVL Broadcasting, Inc.

447.-450. No response is required of defendant High Tech to Paragraphs 447 through 450 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXVIII – TVL Broadcasting, Inc. – Negligence

451. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 279 and 441 to 444 and 447 to 450 of this First Amended Master Complaint as if fully set forth herein.

452. No response is required of defendant High Tech to Paragraph 452 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

STC Broadcasting, Inc.

453-456. No response is required of defendant High Tech to Paragraphs 453 through 456 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XXXIX – STC Broadcasting, Inc. – Negligence

457. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 279 and 441 to 444 and 453 to 456 of this First Amended Master Complaint as if fully set forth herein.

458. No response is required of defendant High Tech to Paragraph 458 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Barry H. Warner

459.-464. No response is required of defendant High Tech to Paragraphs 459 through 464 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XL – Barry H. Warner – Negligence

465. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 459 to 464 of this Master Complaint as if fully set forth herein.

466. No response is required of defendant High Tech to Paragraph 466 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XLI - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

467. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 459 to 464 of this First Amended Master Complaint as if fully set forth herein.

468. No response is required of defendant High Tech to Paragraph 468 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XLII - Luna Tech, Inc. – Negligence

469.-472. No response is required of defendant High Tech to Paragraphs 469 through 472 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XLIII – Luna Tech, Inc. – Strict Liability

473. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 468 to 471 of this First Amended Master Complaint as if fully set forth herein.

474.-477. No response is required of defendant High Tech to Paragraphs 474 through 477 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XLIV – Luna Tech, Inc. – Breach of Warranty

478. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 468 to 471 as if fully set forth herein.

479.-480. No response is required of defendant High Tech to Paragraphs 479 through 480 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XLV – High Tech Special Effects, Inc. – Negligence

481.-484. Defendant High Tech denies the allegations contained in Paragraphs 481 through 484 of plaintiffs' First Amended Master Complaint and leaves the plaintiffs to their proof thereof.

Count XLVI – High Tech Special Effects, Inc. – Strict Liability

485. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 481 to 484 of this First Amended Master Complaint as if fully set forth herein.

486.-489. Defendant High Tech denies the allegations contained in Paragraphs 486 through 489 of plaintiffs' First Amended Master Complaint and leaves the plaintiffs to their proof thereof.

Count XLVII – High Tech Special Effects, Inc.  
– Breach of Warranty

490. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 481 to 484 of this First Amended Master Complaint as if fully set forth herein.

491.-492. Defendant High Tech denies the allegations contained in 491 through 492 of the plaintiffs' First Amended Master Complaint.

Count XLVIII – American Foam Corporation – Negligence

493. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 of this First Amended Master Complaint as if fully set forth herein.

494.-498. No response is required of defendant High Tech to Paragraphs 494 through 498 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count XLIX – American Foam Corporation – Strict Liability

499. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 492 to 497 of this First Amended Master Complaint as if fully set forth herein.

500.-503. No response is required of defendant High Tech to Paragraphs 500 through 503 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count L – American Foam Corporation – Breach of Warranty

504. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 492 to 497 of this First Amended Master Complaint as if fully set forth herein.

505.-506. No response is required of defendant High Tech to Paragraphs 505 through 506 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LI – Leggett & Platt Incorporated – Negligence

507. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 513 to 532 of this First Amended Master Complaint as if fully set forth herein.

508.-511. No response is required of defendant High Tech to Paragraphs 508 through 511 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LII– Leggett & Platt Incorporated – Strict Liability

512. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 508 to 511 of this First Amended Master Complaint as if fully set forth herein.

513.-532. No response is required of defendant High Tech to Paragraphs 513 through 532 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LIII – Leggett & Platt Incorporated – Breach of Warranty

533. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 513 to 532 of this First Amended Master Complaint as if fully set forth herein.

534.-535. No response is required of defendant High Tech to Paragraphs 534 through 535 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

LIV – L & P Financial Services Co. - Negligence

536. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 541 to 560 of this First Amended Master Complaint as if fully set forth herein.

537.-539. No response is required of defendant High Tech to Paragraphs 537 through 539 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LV – L & P Financial Services Co. – Strict Liability

540. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 537 to 539 of this First Amended Master Complaint as if fully set forth herein.

541.-560. No response is required of defendant High Tech to Paragraphs 541 through 560 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LVI – L & P Financial Services Co. – Breach of Warranty

561. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 541 to 560 of this First Amended Master Complaint as if fully set forth herein.

562.-563. No response is required of defendant High Tech to Paragraphs 562 through 563 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LVII – General Foam Corporation - Negligence

564. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 569 to 588 of this First Amended Master Complaint as if fully set forth herein.

565.-567. No response is required of defendant High Tech to Paragraphs 565 through 567 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LVIII – General Foam Corporation – Strict Liability

568. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 564 to 567 of this First Amended Master Complaint as if fully set forth herein.

569.-588. No response is required of defendant High Tech to Paragraphs 569 through 588 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LIX – General Foam Corporation – Breach of Warranty

589. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 569 to 588 of this First Amended Master Complaint as if fully set forth herein.

590.-591. No response is required of defendant High Tech to Paragraphs 590 through 591 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LX – GFC Foam, LLC – Negligence

592. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 598 to 617 of this First Amended Master Complaint as if fully set forth herein.

593.-596. No response is required of defendant High Tech to Paragraphs 593 through 596 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXI – GFC Foam, LLC – Strict Liability

597. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 593 to 596 of this First Amended Master Complaint as if fully set forth herein.

598.-617. No response is required of defendant High Tech to Paragraphs 598 through 617 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXII – GFC Foam, LLC – Breach of Warranty

618. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 598 to 617 of this First Amended Master Complaint as if fully set forth herein.

619.-620. No response is required of defendant High Tech to Paragraphs 619 through 620 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

**Count LXIII – Foamex LP – Successor Liability for General Foam Corporation**

621. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 564 to 591 of this First Amended Master Complaint as if fully set forth herein.

622. No response is required of defendant High Tech to Paragraph 622 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

**Count LXIV – Foamex International, Inc. –  
Liability for Foamex, LP**

623. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 621 to 622 of this First Amended Master Complaint as if fully set forth herein.

624.-625. No response is required of defendant High Tech to Paragraphs 624 through 625 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

**Count LXV – FMXI, Inc. – Liability as General Partner**

626. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 621 and 622 of this First Amended Master Complaint as if fully set forth herein.

627.-628. No response is required of defendant High Tech to Paragraphs 627 through 628 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXVI – PMC, Inc.

629. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 564 to 591 of this First Amended Master Complaint as if fully set forth herein.

630.-631. No response is required of defendant High Tech to Paragraphs 630 through 631 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXVII – PMC Global, Inc.

632. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 629 to 631 of this First Amended Master Complaint as if fully set forth herein.

633.-634. No response is required of defendant High Tech to Paragraphs 633 through 634 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXVIII - JBL Incorporated, f/k/a James B. Lansing Sound, Incorporated, d/b/a JBL  
Professional - Negligence

635.-643. No response is required of defendant High Tech to Paragraphs 635 through 643 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXIX – JBL Incorporated – Strict Liability

644. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 635 to 643 of this First Amended Master Complaint as if fully set forth herein.

645.-648. No response is required of defendant High Tech to Paragraphs 645 through 648 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXX – JBL Incorporated – Breach of Warranty

649. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 635 to 643 of this First Amended Master Complaint as if fully set forth herein.

650.-651. No response is required of defendant High Tech to Paragraphs 650 through 651 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Essex Insurance Company, Multi-State Inspections, Inc. and High Caliber Inspections, Inc.

652. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 of this First Amended Master Complaint as if fully set forth herein.

653.-659. No response is required of defendant High Tech to Paragraphs 653 through 659 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXI - Essex Insurance Company – Negligence

660. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 653 to 659 of this First Amended Master Complaint as if fully set forth herein.

661. No response is required of defendant High Tech to Paragraph 661 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXII – Multi-State Inspections, Inc. - Negligence

662. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 653 to 659 of this First Amended Master Complaint as if fully set forth herein.

663. No response is required of defendant High Tech to Paragraph 663 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXIII – High Caliber Inspections Inc. – Negligence

664. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 653 to 659 of this First Amended Master Complaint as if fully set forth herein.

665. No response is required of defendant High Tech to Paragraph 665 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Underwriters At Lloyd's, London and Gresham & Associates of R.I., Inc.

666.-675. No response is required of defendant High Tech to Paragraphs 666 through 675 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXIV - Underwriters At Lloyd's, London - Negligence

676. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 666 to 675 of this First Amended Master Complaint as if fully set forth herein.

677. No response is required of defendant High Tech to Paragraph 677 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXV – Gresham & Associates of R.I., Inc. – Negligence

678. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 666 to 675 of this First Amended Master Complaint as if fully set forth herein.

679. No response is required of defendant High Tech to Paragraph 679 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

ABC Bus, Inc., d/b/a ABC Bus Leasing, Inc.

680.-683. No response is required of defendant High Tech to Paragraphs 680 through 683 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXVI – ABC Bus, Inc., d/b/a ABC Bus Leasing, Inc. - Negligence

684. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 680 to 683 of this First Amended Master Complaint as if fully set forth herein.

685. No response is required of defendant High Tech to Paragraph 685 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXVII - Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

686. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 680 to 683 of this First Amended Master Complaint as if fully set forth herein.

687. No response is required of defendant High Tech to Paragraph 687 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Superstar Services, LLC

688.-691. No response is required of defendant High Tech to Paragraph 688 to 691 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXVIII – Superstar Services, LLC – Negligence

692. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 688 of this First Amended Master Complaint as if fully set forth herein.

693. No response is required of defendant High Tech to Paragraph 693 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXIX – Violation of Rhode Island General Laws Title 9, Chapter 1, Section 2

694. Defendant High Tech restates and incorporates by reference herein its response to paragraphs 1 to 271 and 688 to 691 of this First Amended Master Complaint as if fully set forth herein.

695. No response is required of defendant High Tech to Paragraph 695 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

Count LXXX "John Doe" Defendants – Negligence  
and  
Count LXXXI "John Doe" Defendants – Strict Liability

696.-706. No response is required of defendant High Tech to Paragraphs 696 through 706 of the plaintiffs' First Amended Master Complaint, but to the extent that any of said allegations pertain to this defendant, the same is denied.

**Third Defense**

The plaintiffs' complaint is barred for a lack of subject matter jurisdiction as a matter of law.

**Fourth Defense**

This defendant affirmatively pleads the defense of contributory negligence.

**Fifth Defense**

This defendant affirmatively pleads the defense of assumption of the risk.

**Sixth Defense**

This defendant affirmatively pleads the defense of that the applicable product was used in an inappropriate and/or unintended manner for which this defendant is not responsible.

**Seventh Defense**

This defendant affirmatively pleads that the applicable product was altered and/or modified and therefore this defendant is not responsible

**Eighth Defense**

If the plaintiffs were injured or damaged as alleged, which is denied, the same was due to the acts or omission of others for whom this defendant is not responsible.

**Ninth Defense**

The plaintiffs' action is barred by the applicable statute of limitations.

**Tenth Defense**

This defendant was not negligent.

**Eleventh Defense**

Plaintiffs' complaint is barred for failure to effect service of process.

**Twelfth Defense**

The plaintiffs have failed to provide timely notice of any breach of warranty, thus the plaintiffs are barred from recovery.

WHEREFORE, this defendant prays that this Court:

- a. Enter judgment for the defendant, dismissing all claims;
- b. Award the defendant costs, expenses and attorneys' fees; and
- c. Grant such further relief as the Court may deem just.

**Jury Demand**

Defendant High Tech Special Effects, Inc. hereby demands a jury trial as to all triable issues of right and designates Mark T. Nugent as trial counsel.

HIGH TECH SPECIAL EFFECTS, INC.

By its Attorneys,

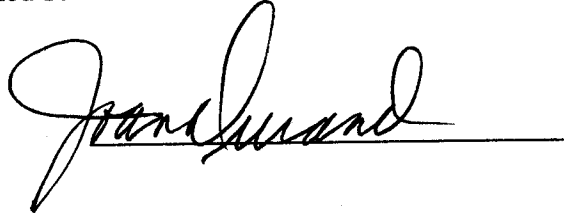
MORRISON MAHONEY LLP



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Mark T. Nugent, #2637  
121 South Main Street, Suite 600  
Providence, RI 02903-7141  
Tel: (401) 331-4660  
Fax: (401) 351-4420

**CERTIFICATION**

I hereby certify that on this 11 day of January, 2005, a true copy of the foregoing was served via e-mail to counsel on the attached service list.

A handwritten signature in black ink, appearing to read "Jonathan L. Leland", is written over a horizontal line.

Gregory Boyer  
Boyerlaw1@aol.com

Stephen Fogarty  
fogerty@halloran-sage.com

Howard Julian  
sohohomes@yahoo.com

Joseph Krowski  
josephkrowskilaw@verizon.net

Michael Ryan  
MTRyan@rrjd-law.com

John Mahoney  
johnmahoney@amlawllp.com

Joseph Cavanagh, Jr.  
jvc@blishcavlaw.com

Stephen Breggia  
sbreggiaBBGlaw.us

Brian Cunha  
Brian@Briancunha.com

Steven Minicucci  
sminicucci@calvinolaw.com

C. Bengston  
RBengtson@ckmlaw.com

Mark Cahill  
mcahill@choate.com

Ralph Monaco  
Rmonaco-c-l@snet.net

Patrick Jones  
pjones@cmj-law.com

Jessica Margolis  
jmargolis@debevoise.com

Marc DeSisto  
marc@Desistolaw.com

Stephen Prignano  
sprignano@edwardsangell.com

Susan Wettle  
swettle@fbtlaw.com

Michael DeLuca  
MRD@gsm-law.com

Stefanie DiMaio-Larivee  
singinglawyer@msn.com

Eva Marie Mancuso  
mancuso98@aol.com

James Murphy  
jtm@hansoncurran.com

James Ruggieri  
jruggieri@hcc-law.com

Thomas Angelone  
angelonelaw@aol.com

Mark Tourgee  
InmanTourgeeLaw@aol.com

Charles Babcock  
cBabcock@jw.com

John Nazzaro  
attnazzaro@aol.com

Donald Maroney  
dmaroney@kkr.com

Charles Redihan, Jr.  
credihan@kprlaw.com

Faith LaSalle  
flasalle@lasallelaw.com

Mark Hadden  
MHadden@mhaddenlaw.com

Ronald Resmini  
Resminilaw@yahoo.com

Matthew Medeiros  
mfm@lmkbw.com

Richard MacAdams  
Rmacadams@mandwlaw.com

Mark Mandell  
msmandell@msn.com

Edwin McPherson  
emcpherson@m-klaw.com

Randall Souza  
rsouza@nixonpeabody.com

J. Olenn  
jro@olenn-penza.com

W. Thomas McGough, Jr.  
tmcgough@reedsmith.com

James Restivo  
jrestivo@reedsmith.com

Andrew Trevelise  
atrevelise@reedsmith.com

Michael St. Pierre  
mikesp@rrsplaw.com

Anthony DeMarco  
tdemarco@conversent.net

James Lee  
jlee@riag.state.ri.us

Mark Dolan  
ricedolank@aol.com

Joseph Burns  
jburns@rms-law.com

Mark Ostrowski  
mostrowski@goodwin.com

Ann Songer  
asonger@shb.com

George Wolf, III  
GWolf@shb.com

Edward Crane  
ecrane@skadden.com

Curtis Diedrich  
c.diedrich@sloanewalsh.com

Edward Hinchey  
Ehinchey@sloanewalsh.com

Ronald Langlois  
rlanglois@smithbrink.com

Thomas Lyons  
tlyons@straussfactor.com

Georgia Sullivan  
GeorgiaSullivan@thehartford.com

Daniel Horgan  
horganlaw@snet.net

Robert Reardon, Jr.  
Reardonlaw@aol.com

Scott Tucker  
Stucker@ths-law.com

Howard Merten  
hmerten@vetterandwhite.com

Max Wistow  
mw@wistbar.com

Donna Lamontagne  
Dlamontagne@zizikpowers.com